

Sponsored by: Lindsey

**CITY OF MARATHON, FLORIDA  
RESOLUTION 2020-06**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, APPROVING GRANT LP44042 AMENDMENT #2 WITH THE FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION FOR WATER QUALITY IMPROVEMENT PROJECTS REIMBURSEMENT INCREASING FUNDING OF \$875,000.00 TO \$1,101,969; AUTHORIZING THE CITY MANAGER TO EXECUTE THE GRANT AGREEMENT AND EXPEND BUDGETED FUNDS ON BEHALF OF THE CITY; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the City, through an interlocal agreement with Monroe County and all municipalities in the County dated September 17<sup>th</sup>, 2013, amended the agreement “STATE WASTEWATER FUNDING DISTRIBUTION AGREEMENT FOR ‘YEAR TWO OF FOUR’” entered into the 20<sup>th</sup> day of February 2013. Based on that distribution agreement, the City has been awarded “Stewardship Funding” in the amount of \$875,000.00 through Grant Agreement LP44042; and amendment #2 to this grant agreement will increase the funding to \$1,101,969; and provide for reimbursement for the culvert #257 project; and

**WHEREAS**, the Department of Environmental Protection (DEP) has provided a grant agreement amendment #2 for reimbursement funding of \$1,101,969 for wastewater utility projects such as canal restoration and storm water system improvements to continue water quality improvement projects furthering the City’s goals to protect and improve water quality for the Florida Keys environment, visitors, businesses and residents; and

**WHEREAS**, the City Council desires to approve the grant agreement amendment #2 with DEP for canal restoration and storm water system improvements projects reimbursement funding for \$1,101,969 and authorizes the City Manager to execute the grant agreement on behalf of the City and expend budgeted funds.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THAT:**

**Section 1.** The above recitals are true and correct and are incorporated herein.

**Section 2.** The City Council hereby approves the Grant Agreement Amendment #2, in Exhibit “A,” with the Florida Department of Environmental Protection for continuing wastewater utility improvement projects reimbursement funding for \$1,101,969.00.

**Section 3.** The City Manager is authorized to execute the Grant Agreement with the Florida Department of Environmental Protection.

**Section 4.** This resolution shall take effect immediately upon its adoption.

**PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF MARATHON, FLORIDA, THIS 14<sup>TH</sup> DAY OF JANUARY, 2020.**

**THE CITY OF MARATHON, FLORIDA**



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**Steven Cook, Mayor**

AYES: Bartus, Gonzalez, Senmartin, Zieg, Cook  
NOES: None  
ABSENT: None  
ABSTAIN: None

**ATTEST:**




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Diane Clavier, City Clerk

(City Seal)

**APPROVED AS TO FORM AND LEGALITY FOR THE USE  
AND RELIANCE OF THE CITY OF MARATHON, FLORIDA ONLY:**



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David Migut, City Attorney

**AMENDMENT NO. 2  
TO AGREEMENT NO. LP44042  
BETWEEN  
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION  
AND  
CITY OF MARATHON**

This Amendment to Agreement No. LP44042, as previously amended, (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and the City of Marathon (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for City of Marathon Canal Restoration and Stormwater Improvements effective March 22, 2017 and amended on November 5, 2019 and,

WHEREAS, funding in the amount \$875,000 was provided under Section 6 of the 2016-2017 General Appropriations Act for City of Marathon Canal Restoration and Stormwater Improvements ("Project"); and,

WHEREAS, \$80,958 in additional funding for this Project was provided under Line Item 1580A of the 2018-2019 General Appropriations Act; and,

WHEREAS, \$146,011 in additional funding for this Project was provided under Line Item 1660A of the 2019-2020 General Appropriations Act, and the total funding for this Agreement is now \$1,101,969; and,

WHEREAS, the Grantee has requested a revision in the scope of work, a reallocation of the budget for the project, and, a provision of the Agreement needs revision.

NOW THEREFORE, the parties agree as follows:

1. Section 17. of the Agreement is hereby deleted in its entirety and replaced with the following:

**CONTACTS:**

The Department's Grant Manager (which may also be referred to as the Department's Project Manager) for this Agreement is identified below:

Michael Isaacson, or Successor	
Florida Department of Environmental Protection	
Division of Water Restoration Assistance	
3900 Commonwealth Blvd., MS#3505	
Tallahassee, Florida 32399	
Telephone No.:	850-245-2928
E-mail Address:	Michael.Isaacson@dep.state.fl.us

The Grantee's Grant Manager at the time of execution for this Agreement is identified below:

Charles Lindsey, or Successor	
City of Marathon	
9805 Overseas Hwy	
Marathon, FL 33050	
Telephone No.:	350-743-0033
E-mail Address:	lindseyc@ci.marathon.fl.us

If a different Grant Manager is designated by either party after execution of this Agreement, notice of the name and contact information of the new Grant Manager will be submitted in writing to the other party and maintained in the respective parties' records. A change of Grant Manager does not require a formal amendment or change order to the Agreement.

2. **Attachment A-2, Revised Grant Work Plan**, is hereby deleted in its entirety and replaced with **Attachment 3-3, Revised Grant Work Plan**, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to **Attachment 3-2** shall hereinafter refer to **Attachment A-3, Revised Grant Work Plan**.
3. **Attachment E, Special Audit Requirements**, is hereby deleted in its entirety and replaced with **Attachment E-1, Revised Special Audit Requirements**, attached hereto and made a part of the Agreement. All references in the Agreement to **Attachment E**, shall hereinafter refer to **Attachment E-1, Revised Special Audit Requirements**.
4. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this amendment to Agreement No. LP44042 to be duly executed, the day and year last written below.

CITY OF MARATHON

By:   
Charles Lindsey, City Manager

Date: 11/17/20

STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION

By:   
Trina L. Vielhauer, Division Director

Date: 11/22/2020

  
Michael Isaacson, DEP Grant Manager

  
Sandra Waters, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	A-3	Revised Grant Work Plan (3 Pages)
Attachment	E-1	Revised Special Audit Requirements (6 pages)

**ATTACHMENT A-3  
REVISED GRANT WORK PLAN**

**PROJECT TITLE:** City of Marathon Canal Restoration and Stormwater Improvements

**PROJECT LOCATION:** The project is located in the City of Marathon, in Monroe County, Florida.

**PROJECT BACKGROUND:** The City of Marathon (Grantee), through the use of Monroe County's Canal Maintenance Master Plan (CMMP), dated September 20, 2013, and developed by AMEC Environmental & Infrastructure, Inc., has identified and prioritized canals within the City requiring maintenance. Additionally, the Grantee has identified areas that stormwater drainage improvements are needed to eliminate or reduce stormwater runoff and the discharge of nutrients into the nearshore waters surrounding the City. The project will improve water quality in the City's canals and adjacent nearshore waters, which include Florida Bay and the Atlantic Ocean within the Florida Keys National Marine Sanctuary and surrounding the Florida Keys Area of Critical State Concern. It is the intent of the Grantee to improve the water quality within canals by improving the tidal flushing in the canals and by reducing the discharge of nutrients via poorly designed stormwater collection and treatment systems.

**PROJECT DESCRIPTION:** The Grantee will procure an engineer for design and permitting for muck dredging and spoil management and culvert replacement for various canals within the City. The Grantee will ultimately contract with a company to remove and mitigate the muck and/or replace various culverts under the supervision of the engineer. The ultimate disposal of the muck is the responsibility of the Grantee and must be in compliance with applicable laws and rules. The work will be prioritized as provided in the Canal Maintenance Master Plan until the funds are exhausted. In addition, the Grantee will procure an engineer to design and permit stormwater improvements for the 39th Street, Gulf corridor from US#1 to the Gulf of Mexico. The improvements will alleviate flooding and potential discharge due to overflow from stormwater and tidal surges.

**TASKS:**

All documentation should be submitted electronically unless otherwise indicated.

**Task 1: Pre-Design Study**

**Deliverables:** The Grantee will perform a pre-design analysis of the Canal Maintenance Master Plan (CMMP) and produce a pre-design report that will detail the scope of the problem in the analysis area, outline design options, and identify tasks required to complete resolution of the problem.

**Documentation:** The Grantee will submit the final pre-design report.

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables are completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

**Task 2: Design and Permitting (Canal Muck Dredging/Culvert Replacement)**

**Deliverables:** The Grantee will complete the design of the canal muck dredging, spoil management, and culvert replacement and obtain all necessary permits for construction of the project.

**Documentation:** The Grantee will submit a signed acceptance of the completed work by the Grantee and a summary of design activities to date, indicating the percentage of design completion of the time period covered in the payment request. For the final documentation, Grantee will also submit a copy of the final design and a list of all required permits identifying issue dates and issuing authorities.

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables are completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

**Task 3: Construction**

**Deliverables:** The Grantee will dredge muck from the canals and replace culverts as detailed in the Pre-Design Report (Task #1) in accordance with the final designs and required permits. in accordance with the construction contract documents.

**Documentation:** The Grantee will submit a signed acceptance of the completed work to date by the Grantee and the Engineer's Certification of Payment Request.

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables are completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

**Task 4: Design and Permitting (Stormwater Collection & Treatment Improvements)**

**Deliverables:** The Grantee will retain the services of an engineer to design, permit, oversee and certify the stormwater collection and treatment improvements for the 39th Street, Gulf corridor and obtain all necessary permits for construction of the project.

**Documentation:** The Grantee will submit a signed acceptance of the completed work by the Grantee and a summary of design activities to date, indicating the percentage of design completion of the time period covered in the payment request. For the final documentation, Grantee will also submit a copy of the final design and a list of all required permits identifying issue dates and issuing authorities.

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables are completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

**Task 5: Construction**

**Deliverables:** The Grantee will install a culvert and berm break for canal 257 as detailed in Task #2: Design and Permitting in accordance with the final designs and required permits. in accordance with the construction contract documents.

**Documentation:** The Grantee will submit a signed acceptance of the completed work to date by the Grantee and the Engineer's Certification of Payment Request.

**Performance Standard:** The Department's Grant Manager will review the documentation to verify that the deliverables are completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

**Payment Request Schedule:** The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

**PROJECT TIMELINE & BUDGET DETAIL:** The tasks must be completed by, and all documentation received by, the corresponding task end date.

<b>Task No.</b>	<b>Task Title</b>	<b>Budget Category</b>	<b>Budget Amount</b>	<b>Task Start Date</b>	<b>Task End Date</b>
1	Pre-design Study	Contractual Services	\$69,110.91	07/01/2016	06/30/2020
2	Design and Permitting (Canal Muck Dredging/Culvert Replacement)	Contractual Services	\$53,269.05	07/01/2016	06/30/2020
3	Construction	Contractual Services	\$647,707.72	03/01/2017	06/30/2020
4	Design and Permitting (Stormwater Collection & Treatment Improvements)	Contractual Services	\$41,881.25	06/01/2017	06/30/2020
5	Construction (Canal Muck Dredging/Culvert Replacement)	Contractual Services	\$290,000.07	11/01/2019	06/30/2020
<b>Total:</b>			<b>\$1,101,969.00</b>		

Note that, per paragraph 4 of the agreement, authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. Extending the contract end date carries the risk that funds for this project may become unavailable in the future. This should be a consideration for the Grantee with this and future requests for extension.



**STATE OF FLORIDA  
DEPARTMENT OF ENVIRONMENTAL PROTECTION  
Revised Special Audit Requirements  
(State and Federal Financial Assistance)**

**Attachment E-1**

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

**MONITORING**

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

**AUDITS**

**PART I: FEDERALLY FUNDED**

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,00 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at [www.cfda.gov](http://www.cfda.gov)

**Attachment E-1**

## PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

## PART III: OTHER AUDIT REQUIREMENTS

*(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)*

## PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
  - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse  
Bureau of the Census  
1201 East 10th Street  
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**  
Florida Department of Environmental Protection  
Office of Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

- B. The Auditor General's Office at the following address:

Auditor General  
Local Government Audits/342  
Claude Pepper Building, Room 401  
111 West Madison Street  
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

**Audit Director**  
Florida Department of Environmental Protection  
Office of Inspector General, MS 40  
3900 Commonwealth Boulevard  
Tallahassee, Florida 32399-3000

Electronically:

[FDEPSingleAudit@dep.state.fl.us](mailto:FDEPSingleAudit@dep.state.fl.us)

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

#### **PART V: RECORD RETENTION**

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

**EXHIBIT - 1**

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

*Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded*

<b>Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:</b>				
Federal Program	Federal Agency	CFDA Number	CFDA Title	State Appropriation Category
<b>Federal Program A</b>				
				Funding Amount \$
<b>Federal Program B</b>				
				Funding Amount \$

*Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:*

<b>Federal Program A</b>	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
<b>Federal Program B</b>	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	

*Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.*

**State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:**

